



## REQUEST FOR PROPOSAL #AH001

### HOUSING NEEDS ASSESSMENT

**Submission Date: May 1, 2019 by 3:00PM**

#### Submission Details

Proposals may be submitted up until the closing time to the attention of:

Teunesha Evertse, MCP  
Planner II, District of Sooke  
2205 Otter Point Road  
Sooke BC, V9Z 1J2  
[tevertse@sooke.ca](mailto:tevertse@sooke.ca)

Proposals shall be received by one of the following two (2) methods:

1. **By hand/courier delivery:** one (1) hard copy of the Proposal should be enclosed and sealed in an envelop clearly marked: **"RFP AH001 Sooke Housing Needs Assessment"** along with one (1) electronic version on a USB flash drive;
2. **By email:** with the subject line **"RFP AH001 Sooke Housing Needs Assessment"** to [tevertse@sooke.ca](mailto:tevertse@sooke.ca).

Please note the maximum email size limit is 25MB.

**\*PROPOSALS WILL NOT BE OPENED IN PUBLIC\***



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## **1. Introduction**

The District of Sooke (the District) is seeking a consultant or firm to conduct a Housing Needs Assessment (HNA) intended to assist the District in strategic decision-making, policy development and existing policy and bylaw updates. The needs assessment results will be integral background information for the 2019 Official Community Plan and Sooke Housing Strategy.

## **2. Project Scope of Work**

### **A. Background**

In 2007 the District of Sooke (the District) adopted an Affordable Housing & Social Housing Policy to act as a guidance document for affordable and attainable housing priorities. Over the last decade the housing market in Sooke and the Capital Regional District (CRD) has seen remarkable changes; home ownership prices have increased dramatically and the availability of rental housing in Sooke is very low. The rising costs are displacing local residents – especially more vulnerable population groups such as seniors, people with disabilities and young people. The District is experiencing the pressures of growth; specifically, in residential development. To ensure that the District is meeting the needs of the community a comprehensive and holistic Housing Needs Assessment (HNA) is required.

Sooke is home to approximately 13,000 people (2016 Census Data). Recent data from the Rental Housing Index indicates that 48% of Sooke residents are spending more than 30% of their income on rent and utilities and fall within the Core Housing Need.

The successful Proponent requires a solid understanding of current and projected market demand and demographics. In order for the District of Sooke to thrive all the factors that underpin housing demand must be considered and best practices from other jurisdictions reviewed to develop effective bylaws and policies.

### **B. Objective**

The HNA is a means for the District to better understand the current and future housing needs. The HNA will provide an overview of the District's current housing availability, suitability, and affordability across the entire housing continuum from basic shelter to the availability of high-end real estate. The HNA will also speak to projections and make recommendations for future population growth and significant economic sectors. The HNA should provide a breakdown of housing units by typology in the District, and information on number of bedrooms, condition and state of repair. In addition, the HNA should provide baseline information and provide recommendations for an updated Affordable Housing & Social Housing Policy; the creation of a Sooke Housing Strategy (SHS) and provide the basis for an update to the Housing section of the Official Community Plan (OCP). In addition, the results are intended to support the development of partnerships to help facilitate the construction and/or repair of affordable and attainable housing within the District, as well as identify the availability of developable land. The District intends to use the HNA as the first report under the transitional legislation in Bill 18.

## **C. Specifications**

### **Component #1 – Information Review**

Proponents must review recent research and data sets in order to identify where the data gaps lie.

Suggested areas of investigation are:

- a.** Demographic and Economic Profile of Sooke, looking at:
  - i. Population and Demographics
  - ii. Household Characteristics
  - iii. Political and Economic climate (regional approach)
  - iv. Educational Level
  - v. Transportation/Commuting Status
  - vi. Mental/Physical Disabilities
- b.** Ownership vs. Rental Ratios, compared to projected need
- c.** Historic and forecast information on housing in Sooke
- d.** District of Sooke Bylaws and Policies
- e.** Demand determinants, including, but not limited to:
  - i. Vacancy rates
  - ii. Absorption rates
  - iii. Population growth
  - iv. Core housing need rates
- f.** Supply determinants, including, but not limited to:
  - i. Residential construction activity
  - ii. Existing housing activity
  - iii. Ownership tenure
  - iv. Sales and rental activity
  - v. Vacancy Tax impacts
- g.** Affordability determinants, including, but not limited to:
  - i. Averages and medians for rental rates and housing prices
  - ii. Employment
  - iii. Disposable income
  - iv. Employment Status/Type
  - v. Income Level/Type
  - vi. Regional factors (transportation, economics, etc.)

### **Component #2 – Stakeholder Engagement**

The Proponent must conduct a minimum of ten (10) interviews with relevant stakeholders to gather feedback and perception of demand and supply, outline existing and local support systems and provide suggestions for best practices. Recommendations would be forthcoming for suitable stakeholders.

### **Component #3 – Analysis**

All raw data to be used in the report should be refined and shared with the District's Contract Administrator prior to drafting of the report. Intended methodologies for analysis should be clearly

described. All raw data shall be appended to the report with quantitative data displayed in pivot table format.

#### **Component #4 – Reporting**

The final report should be written in plain language, and where possible, illustrate meaning with charts, tables and figures. A concise two-page summary must be provided in addition to the full report as a handout to general public and stakeholder groups. The report must:

- a) Explain the issues impeding access to affordable, suitable housing.
- b) Indicate which housing types are in the greatest demand or oversupply.
- c) Indicate which groups are currently experiencing the greatest core housing need, and which are projected to be in the greatest need. Identify number of households experiencing and projected to experience core housing need.
- d) Examine and indicate the factors contributing to the gaps or oversupply in housing options
- e) Provide examples of best practices in referential regions/municipalities similar in character, or population to the District of Sooke. Identify why these regions/municipalities have been selected as referential.
- f) Contain a complete outline of the housing continuum from emergency and transitional housing on the low end, through market affordable and market high end, highlighting the demand and supply in each category, as well as the age, quantity, condition and number of bedrooms for each.
- g) Contain a summary of recent and forecasted housing trends.
- h) Provide best practices in zoning, incentives and cross-sector partnerships that should be considered.
- i) Indicate where the District needs to focus housing investment and policy responses.
- j) Include Policy recommendations
- k) Include Bylaw amendment recommendations

A draft final report and recommendations will be provided to the Contract Administrator for review in advance of an in-person presentation to Council. Any commentary from District of Sooke Council will be incorporated into the final report.

**All works outlined in this RFP should be completed by September 9, 2019.**

### **3. Resources**

A list of resources is attached as **Appendix 1**.

### **4. Instructions to Proponents**

Only complete submissions will be accepted. Partial submissions will not be considered. Submissions may be revised by written amendment, delivered to the location set out for delivery of submissions, before the Closing Date.

Should the proponent consider additional services and materials appropriate, it should be recommended in their proposal. The Proponent is to cost these additional items separately.

The proposal may include one or more quotations, must include estimated hours and timeframe involved and a letter of introduction, including name and address of Proponent and details of potential partnerships and business agreements contemplated for the project.

If delivered by hand/courier Proponents can submit one original hard copies AND one (1) digital (.pdf) copy (USB), of their Proposal.

The Proposal shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

## **5. Communications and Enquiries**

All enquiries regarding this RFP are to be directed in writing or by email, to the Contract Administrator prior to 2:00 PM PST specified closing date. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Sooke's option.

Teunesha Evertse, MCP  
Planner II  
Email: [tevertse@sooke.ca](mailto:tevertse@sooke.ca)  
Telephone: 250-642-1624

### **a. Addenda**

The District will post an electronic copy of the written addendum on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/>, and on BC Bid if the District determines that an amendment is required to this RFP. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the District.

### **b. Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attachments, Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence the Proposal.

### **c. Error in Proposal**

No proposal shall be altered, amended, or withdrawn **AFTER** the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a District RFP is

intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

#### **d. Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time **PRIOR TO** the Proposal Closing Time by submitting a written withdrawal letter or email addressed to the Contract Administrator, Teunesha Evertse, at the District's Planning Department, the Proposal will be returned.

#### **e. Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the District in response to this RFP become the property of the District.

#### **f. Opening of Proposals**

Proposals will **NOT** be opened in public.

### **6. Fees**

The fee schedule for the work is to be submitted via the Proposal Form. The rates and total fees for each consultant must be identified in the fee schedule.

Any anticipated expenses are to be identified in the Proposal Form. The fee proposed will be considered the maximum upset fee by the District, and any expenditures beyond that amount will require approval by the District and will only be considered for increases in the scope of work proposed by or agreed to in advance by the District.

### **7. Payment**

Payment for the work will be made upon completion of the project, satisfactory to the District.

### **8. Evaluation and Selection Criteria**

The Request for Proposal is used to select a Proponent, who will have demonstrated a capability to complete the work described within the time frame specified and according to the following criteria, provided that this list is not exhaustive, or set out in any particular order of priority:

<b>Proponent Profile &amp; References</b>
<ul style="list-style-type: none"> <li>• Three (3) References</li> <li>• Specialties or capabilities of the Proponent</li> <li>• Provides evidence of being able to successfully perform this work on or ahead of schedule</li> <li>• Credentials of staff or subcontractors assigned to this project</li> <li>• Experience in housing or demographics research</li> <li>• Ability to distill research into plain language documents free of industry or technical jargon</li> </ul>
<b>Proposed Approach &amp; Methodology</b>
<ul style="list-style-type: none"> <li>• Suitability and comprehensiveness of proposal, indicating a thorough understanding of the request and the expected deliverables</li> <li>• Shows an understanding of the consultative process with community and stakeholders</li> <li>• Shows an understanding of the reporting and consultation process with the Contract Administrator</li> </ul>
<b>Fixed Fee Proposal</b>
<ul style="list-style-type: none"> <li>• The fee is competitive for the work identified, expected disbursements and for additional consulting</li> <li>• The fee is competitive with regards to the project budget</li> <li>• The fee is competitive with regards to other proposals</li> <li>• The fee is competitive with regards to additional consulting</li> </ul>
<b>Value Added</b>
<ul style="list-style-type: none"> <li>• Proposal indicates that thought and consideration have gone into answering the goals of the research, highlighting any additional items that could assist obtaining comprehensive findings and making recommendations</li> </ul>

**The above criteria will be weighted as follows:**

Proponent Profile & References – 30%

Proposed Approach & Methodology – 35%

Fixed Fee Proposal – 20%

Value Added – 15%

## 9. Negotiation

By submitting a Proposal, a Proponent accepts that a contract may be concluded upon notification by the District with the Proponent. The District reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the District and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the District may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a contract with it, and so on until a contract is concluded.

## 10. General Terms and Conditions

#### **a. Right of the District to Cancel the RFP Process**

The District is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the Services in some other manner separate from this RFP process.

#### **b. Acceptance and Rejection of Proposals**

This RFP does not commit the District, in any way, to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

The District reserves the right to:

- I. Accept a Proposal which is not the lowest priced;
- II. Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- III. Reject any Proposal at any time prior to execution of an Agreement;
- IV. Assess the ability of the Proponent to perform the contract and may reject any Proposal where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- V. Amend or revise the RFP by Addenda up to the specified closing date and time;
- VI. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement; and
- VII. Award an Agreement to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the District be obligated to award an Agreement solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the District of Sooke.

#### **c. No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations, or discussions with the District or its representatives and consultants, relating to or arising from this RFP. The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations



for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

**d. No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind, if formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

**e. Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the District, its elected officials, appointed officials or employees.

**f. Business License**

The successful Proponent will be required to hold a valid District of Sooke business license for the duration of the project. The Proponent will be required to produce a copy of the business license on or before commencement of the project.

**g. Solicitation of Council Members and District Staff**

Proponents and their agents will not contact any member of the District Council or District Staff with respect to this RFP, other than the District Representative named in this document or authorized by Development Services, at any time.

**h. Confidentiality and Freedom of Information**

The District will retain all Proposals and they will not be returned to the Proponent except for any unopened Financial Proposals. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All of the information contained within the RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.

**i. Consulting Services Agreement**

A Consulting Services Agreement will be required between the District of Sooke and the successful proponent.

**j. Sub-Consulting**

Using a Sub-Consultant is acceptable provided the Sub-Consultant is clearly identified in the Proposal. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.

Sub-consulting to any firm or individual who's current or past corporate or other interests may, in the District's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved Sub-Consultants listed in the Proposal will be included in the Contract. No additional Sub-Consultants will be added or other changes made, to the list in the Contract without written consent of the District's Contract Administrator, Teunesha Evertse.

#### **k. Insurance**

Except as may be otherwise expressly approved by the District in writing, the Proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

- Professional Liability Insurance (Errors and Omissions) coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.
- Comprehensive Liability Insurance with not less than \$2,000,000 coverage per occurrence, together with a Standard Non-Owned Automobile Liability. The District must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
- The successful consultant must also provide the District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the District.
- The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the District for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the District.

The successful Proponent shall provide the District with evidence of all required insurance prior to the commencement of the Services. When requested by the District, the Proponent shall provide certified copies of required policies.

#### **l. Time is of the Essence**

Time is of the essence for the Contract, if awarded.

**m. Governing Law**

This agreement shall be governed by the laws of the Province of British Columbia.

**n. Local Preference**

Preference will be given to Proponents located within the region of Sooke where quality, service, and price are equivalent. This will include any of the Proponent's proposed sub-consultants, if applicable.

**o. Litigation Clause**

The District may, in its absolute discretion, reject a Proposal submitted by a Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the District, its elected or appointed officers and employees in relation to:

- i. Any other contract for works or services; or
- ii. Any matter arising from the District's exercise of its powers, duties; or functions under the *Local Government Act*, *Community Charter* or another enactment, within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its consultants and representatives and whether the District's experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.

## **11. Closing Date for Proposals**

The closing date for proposals will be **3:00 p.m. local time, May 1, 2019**. All proposals must be clearly marked with the name and address of the proponent and the 'Request for Proposal' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late proposals will not be accepted and will be returned to the proponent unopened.

## **Appendix 1**

### **List of Resources:**

Policy No. 13.2 Affordable Housing & Social Housing Policy, 2007

District of Sooke Bylaw No. 400 *Official Community Plan*, 2010  
4.7 Housing

District of Sooke Bylaw No. 408 *Town Centre Revitalization Bylaw*, 2009



Policy No. 13.2  
Adopted: October 9, 2007

## **Affordable Housing & Social Housing Policy, 2007**

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## **1.0 Introduction**

Owning or renting a home can be an overwhelming task, especially in one of British Columbia's fastest growing regions, where housing costs are rising faster than incomes.

As growth and change continue in Sooke, Council and Staff have become increasingly aware of emerging housing trends and community concerns. Rather than wait for opportunities to pass by, Council has chosen to address the topic of affordable housing proactively.

In order to develop an effective model for affordable and social housing, it is crucial that a combination of options are incorporated into the policy. An adequate supply of serviced land should be made available at a reasonable cost for residential development, and high quality affordable and social housing should be located in close proximity to community services and infrastructure. The intensification of residential land uses addresses issues in relation to "smart growth", minimizing costs of transportation and provision of infrastructure, and improves accessibility of residents to important community services and supports.

### **1.1 The need for an affordable housing policy**

Currently the District of Sooke does not have an affordable housing policy. While the Official Community Plan (OCP) has general statements related to provision of housing, there is no Council-adopted policy to provide guidance on affordable housing priorities.

Over the last five years the housing market in Sooke, and the entire Capital Regional District, has seen remarkable changes; home ownership prices have increased radically, and availability of rental housing is very low. Rising housing costs, for both renters and owners, are displacing long-time community members, essential service workers, people with disabilities, young people and seniors from the housing market.

Where and how people live affects the well-being and character of the entire community. It is important that the housing market reflect an adequate mix of housing types and affordability levels in locations that are accessible to community amenities.

Sooke has great potential for development, and there are increasing pressures for further growth in the community. There are a number of development applications and rezoning applications underway, and if growth is to occur without considering housing affordability, an opportunity to incorporate affordable housing in the community will be missed.

### **1.2 Affordable Housing & Social Housing**

Canada Mortgage and Housing Corporation (CMHC) defines affordable housing as adequate shelter that does not exceed 30% of household income; housing related costs that are less than this are considered affordable. For homeowners,



CMHC uses a slightly higher gross debt service ratio of 32%, which includes the cost of servicing the mortgage, property taxes and heating costs. For tenants, housing costs include rent and the cost of utilities such as heating, electricity and water.

Affordable housing allows all community members, of varying income levels and lifestyles, to find adequate and secure places to live. Issues related to community sustainability, and the overall social cost of unaffordable and inadequate housing is immense.

People who are in “core housing need” include those who do not live in, and are unable to access, housing which is affordable, in adequate condition and of a suitable size. Approximately 36% of renter households in the District of Sooke were defined by CMHC as being in core housing need in 2001. Social Housing is geared to about 30% of a household’s income and is typically subsidized by more senior levels of government. Social housing plays a major role in providing housing stability, and helps reduce the incidence of people in core housing need.

## **2.0 Sooke Context**

There is no universal measure of affordable housing, but there are a number of indicators that help identify and describe a community’s housing circumstances. Housing costs are heavily influenced by supply of housing available, and demand for that housing. When housing supply is high and demand is low, prices will tend to drop. When supply of housing is scarce, and demand for that housing is higher, prices tend to increase. It is, however, important to note that even in periods where housing is readily available, the lowest income households are unlikely to afford home-ownership, and some may be unable to afford market rental housing without some level of assistance.

### **2.1 Population**

The Table 1 illustrates the changes of Sooke’s population over the past 10 years. There was approximately 11% growth between 2001 and 2006. Using this growth rate, it is predicted that by 2026, there could be approximately 14,730 residents in Sooke.

Table 1 - Population

<b>Year</b>	<b>1996</b>	<b>2001</b>	<b>2006</b>	<b>Projected 2026</b>
<b>Population of Sooke</b>	8,436	8,735	9,704	14,730

Source: Statistics Canada

### **2.2 Housing Prices**

The price of housing is one of the easiest measures to track over a period of time. The primary source for this information is the Victoria Real Estate Board. Construction costs, land prices and housing demand are on the rise, which has consequently increased house prices. Real estate prices have climbed significantly over the last five years. Table 2 indicates that townhouse prices between 2003 and 2006 have increased by 115%, apartments by 75% and single-family dwellings by nearly 63%.

Table 2 - Housing Prices in Sooke

<b>Housing Type</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>Price Increase</b>
Single Family Dwellings	\$237,507	\$301,893	\$348,599	\$386,428	\$148,921 or 62.7%
Townhouses	\$137,136	\$169,711	\$254,368	\$295,257	\$158,121 or 115.9%
Apartment Condos	\$96,429	\$122,138	\$139,989	\$169,085	\$72,656 or 75.3%

Source: Victoria Real Estate Board

### 2.3 Incomes

The ability to purchase or rent housing is directly related to household income. The relationship between housing prices and incomes is a very important measure in describing housing affordability. Table 3 indicates median household incomes for the District of Sooke in 2001. The table also identifies estimated median incomes for 2006

Table 3 - Median Household Incomes 2001 for Sooke

<b>Household Type</b>	<b>All households in Sooke</b>	<b>One-person households</b>	<b>Two-or-more person households</b>
<b>Number of Households</b>	3,460	785 (23%)	2,675 (77%)
<b>Median Household Income 2001</b>	\$44,921	\$21,559	\$52,717
<b>Estimated 2006 Median Incomes *</b> (based on a 2.5% inflation and cost of living adjustment)	\$50,824	\$24,392	\$59,645
<b>Monthly Housing Costs should not exceed:</b> (30% of estimated 2006 median incomes)	<b>\$1270</b>	<b>\$610</b>	<b>\$1490</b>

Source: Statistics Canada

\* 2006 Census data related to household income will not be released until May 2008.

British Columbia has set a general minimum wage of \$8.00 per hour. Based on a 40-hour workweek, a minimum wage earner will gross approximately \$16,600 per year or \$1390 per month. Using the CMHC formula for affordable housing, a minimum wage earner can spend no more than \$415 on housing related costs per month.

## **2.4 Home Ownership**

Most people who live in Sooke own their own home. That being said, it is getting more difficult, due to rapidly rising land and construction costs, to purchase a home. Based on the online ING Direct Mortgage Pre-Qualifying Calculator, using estimated 2006 median household incomes from Table 3, current interest rates (5.84%), with a 10% down payment and approximate property taxes of \$2000 per year:

1. All Households can obtain a mortgage for \$172,000
2. Two-or-more person households can obtain a mortgage for \$210,000, and
3. One-person households can obtain a mortgage for \$61,000.
4. It is unlikely that a minimum wage earner could obtain a mortgage.

Based on current house prices and estimated household incomes, home-ownership is clearly unaffordable for the majority of Sooke residents. Developing affordable single-family dwellings for purchase meets some of the market demand for affordable housing, however, it does not address affordability issues for people who cannot obtain a mortgage, nor does it address extremely low vacancy rates in the rental market. A broader approach, including increasing the supply of market rental housing and social housing, is necessary to meet affordable housing demand in Sooke.

## **2.5 Rental Rates and Vacancies**

Rental vacancies in the Capital Regional District are less than 1%, the lowest in all of Canada. Rental data is not tracked comprehensively in Sooke, but it was noted in 2006 Census data that there were approximately 715 rental units in Sooke. In 2001, 36% of Sooke's renters were classified as being in core housing need. People who are in "core housing need" include those who do not live in, and are unable to access, housing which is affordable, in adequate condition and of a suitable size.

According to current market conditions (sourced from the Sooke News Mirror – 2007), rental accommodation in Sooke for one-bedroom units average around \$600 to \$675 per month, and between \$750 and \$800 per month for two-bedroom units. An individual who earns \$8.00 per hour would need to use 43% of their income to rent a one-bedroom unit in Sooke. This household would be classed as being in "core housing need".

In order to provide affordable housing for those that are most in need, increasing the supply of market rental housing, as well as social housing will be an important priority. Social Housing is geared to about 30% of a household's income and is typically subsidized by more senior levels of government. Social housing plays a vital role in providing housing stability, and helps reduce the incidence of core housing need.

## **3.0 Broader Context**

### **3.1 The Social Costs of Homelessness**

According to the CRD Regional Housing Affordability Strategy, the most common causes of homelessness include abuse, addiction and eviction, and the average

person remains homeless for about 18 months. The province of British Columbia concluded in a study conducted in 2001 that the average costs for providing services and shelter for one homeless person is approximately \$40,000 annually, while providing shelter for that same person would cost approximately \$28,000 per year.

Although a dollar value has been given in the above study, there are many social costs associated with homelessness that are impossible to measure with a dollar value. The importance of adequate housing to people's health and well being is undisputed. Homeless people are more likely to fall victim to violent crimes, are at greater risk than the general population for a variety of chronic health conditions and have a higher hospitalization rate. Homeless people, for numerous reasons, have shortened life expectancies.

Availability of adequate housing serves as an important measurement of health and well being for the entire community.

### 3.2 The Regional Housing Affordability Strategy

The CRD's Regional Housing Affordability Strategy (RHAS) was released in March 2007. The RHAS' vision, goals and strategies detailed below propose a community-based approach, with actions designed to support the achievement of the RHAS vision and goals, and recognize that the bulk of the responsibility for providing adequate, affordable housing for those priced out of the market rests with the federal and provincial governments. According to the report, municipal government, which relies on the property tax and senior government transfers, has an important, but more limited, financial role.

Municipal governments can help stimulate improvements in housing affordability through the development of local planning, regulatory and coordination measures. **The RHAS calls for local governments, community, industry, and interested stakeholder groups to work together to secure increased funding for affordable housing, while reducing policy and regulatory obstacles.** The strategy encourages self-help and community initiatives, and aims to foster broader awareness and support for the strategies.

<b>Vision</b>	<ul style="list-style-type: none"> <li>• To achieve safe, adequate, and affordable housing in the region.</li> </ul>
<b>Goals</b>	<ul style="list-style-type: none"> <li>• To increase the supply of more-affordable housing in the region.</li> <li>• To reduce the number of people in core housing need, especially low income renters.</li> <li>• To reduce the number of homeless people and support the transition out of homelessness.</li> </ul>
<b>Strategies</b>	<ul style="list-style-type: none"> <li>• Secure more funding for non-market and low end of market housing.</li> <li>• Establish and enhance pro-affordability local government policies and regulations across the region.</li> <li>• Facilitate community-based affordability partnerships and initiatives.</li> <li>• Build neighbourhood-level support for housing affordability.</li> <li>• Expand the scope of the Victoria homelessness community plan to the region as a whole.</li> </ul>

The RHAS is part of the Regional Growth Strategy and therefore binds the CRD and the member municipalities to address affordable housing in their Official Community Plans. This process will also help ensure that housing affordability will be addressed as a priority in future plan updates.

### **3.3 Provincial Government**

To deal with housing issues, the Province operates largely through BC Housing. This group aims to increase the supply of affordable housing and rental housing units primarily through partnerships with other agencies, and by providing rental subsidies

The Provincial government, through the “Provincial Commission on Housing Options”, maintained commitment to fund new social housing construction. However, production targets decreased from 1,800 units under previous funding levels with Federal Government involvement to 600 units with the unilateral provincial funding.

As set out in BC Housing’s latest Service Plan, the Province has maintained a commitment to fund new housing development with an emphasis on targeting new housing resources to those who are homeless or in immediate need of housing assistance as well as frail seniors who are in need of both housing and support in order to enable them to continue to live independently in the community. The Provincial government has also provided additional assistance for low income seniors living in housing in the private rental market through the government’s SAFER program (Shelter Aid for Elderly Seniors).

Across Canada, provinces have renegotiated their agreements with the federal government. In June 2006, the BC Government and the Government of Canada announced an agreement to transfer the administration of social housing resources from Canada to British Columbia. From the province’s perspective, one of the most appealing aspects of this agreement is the ability to generate savings through the efficient use of federal funding, allowing increased opportunities to reinvest in housing for low-income people. In the first full year of the 30- year agreement, \$140 million will be transferred to BC. Partly in response to this funding transfer, the Provincial government, in October 2006, announced an affordable housing strategy focusing on emergency shelters for the homeless, assistance for those with special needs, and rent subsidies through a “Rental Assistance Program”. The Rental Assistance program can now be accessed and funding is available for those who meet the criteria.

### **3.4 Federal Government**

The federal government has introduced a number of programs to assist private and non-profit developers create new affordable housing, maintain existing housing, as well as provide funding to address homelessness. Canada Mortgage and Housing Corporation (CMHC) provide a number of funding opportunities that can be combined to create affordable housing. Since 1992, there have been important shifts in the policy context and funding options

through senior government, which has had important implications in terms of the decisions available to local governments.

The Federal government's role with affordable housing has been diminishing since 1992. There is limited Federal involvement in housing and homelessness issues through the "Supporting Communities Partnership Initiative", and limited capital grants for new housing construction through the Affordable Housing Framework Agreement signed with the Province. The Federal government committed funding of \$1.4 billion nationwide for 5 years to fund new housing initiatives (Bill C-48).

### **3.5 Partnerships in Housing**

As a result of the diminishing role of the senior governments in the provision of affordable housing since the 1992 era, the subsequent transitional period for local governments and the non-market community has been difficult. On the positive side, the period served to bring more stakeholders into the discussion of affordable housing, particularly developers, health and social service providers and local governments.

The range of potential partnerships is endless and can combine joint ventures between non-profit and private sector housing providers, agreements between different levels of government to dedicate suitable land to projects, volunteer workers, donor organizations, sponsor agencies and fundraising initiatives. By combining the unique skills and resources of several contributors, the opportunity to develop successful affordable housing projects increases immensely.

### **3.6 Non-Traditional Funding**

With limited government funding or borrowing, there has been an interest in exploring other funding sources, including the philanthropic sector such as the Vancouver Foundation. Other charitable groups have been a source of grants for some housing providers, primarily when directed towards a specific purpose and not on an ongoing basis.

Among local governments, a number have established, or added to, their Affordable Housing Statutory Reserve Funds e.g. Vancouver, Richmond, Whistler, and Surrey. For example, in Surrey there is an Affordable Housing Reserve fund of \$8.4 million, as of July 2006. Within this fund, Surrey has recently established a "Surrey Homelessness Fund" which will be administered by a separate charity, which will allow business and community members to make tax-deductible donations.

### **3.7 Focus on Home Ownership**

In the past several years, there has been a renewed interest in assisting people with minimal, or no, equity to become homeowners. CMHC has relaxed its conditions regarding mortgage insurance and lenders have become more creative by providing prospective homeowners with more choice and flexibility in the mortgage market.



Habitat for Humanity is probably the best-known organization to focus on home ownership. There have been a number of projects, particularly in Ontario, where partners have come together to create opportunities for home ownership for people with low to moderate incomes.

Local governments are also becoming involved in producing affordable housing stock, and facilitating affordable home ownership. Langford has adopted an Affordable Housing, Park and Amenity Contribution Policy that has facilitated the construction and sale of a number of affordable dwellings over the last couple of years. These affordable units are controlled by housing agreements legislated under the *Local Government Act*.

### **3.8 The Housing Continuum**

There is a shared understanding among stakeholders that municipalities have the tools to influence all points along the housing continuum, from homelessness to the market-ownership housing. This ranges from short-term emergency shelter and transitional housing, to subsidized housing, through to longer-term housing that is rented or owned. The goal is to enable people to move to the most appropriate place on the housing continuum to suit their individual circumstances. Among those involved in housing, there is general agreement with the following points:

- Home ownership is a generator of wealth and income security for many Canadians
- Government involvement should be most significant where the housing need is greatest.
- More subsidized rental housing is needed to have significant impact on social housing waiting lists, and provides a stable base of affordable housing for low income households
- More market rental housing will be needed to meet growing demand as a significant shortfall is forecast throughout the region.

## **4.0 Housing Issues and Priorities**

Identifying housing issues in the community prioritizes what needs to be done to provide adequate affordable housing for those most in need. The following section helps identify who we are developing affordable and social housing for, where those dwellings should be located, and what features those dwellings should include to meet the needs of community members. Developing good quality rental units, special needs housing, and entry level housing for purchase, will solve many affordable housing issues in the Sooke area.

### **4.1 Supportive housing for people with special needs**

Supportive housing refers to the provision of long term accommodation for people who need supportive services on an ongoing basis, in order to live independently in a safe, stable environment. There are a number of community members who require special needs housing, including people with mental illness, intellectual disabilities, severe physical disabilities and others who require ongoing supports.

## **4.2 Entry-level ownership**

As housing prices rise, many low to moderate-income families, and young people with low home-buying power, are unable to purchase their first homes. Housing prices have increased so much in the last five years that these people are either unable to purchase housing, or can only afford housing that is inadequate to meet their housing needs. Securing affordable dwelling units, in the form of condominiums or townhouses, is an effective way to ensure entry-level ownership is possible in this housing market. A housing agreement outlines the terms of the agreement, and ensures the unit remains “affordable” for a set amount of time.

## **4.3 Rental housing**

Rental housing fills a number of roles in the housing market. For single individuals and non-family households it can provide a flexible form of accommodation that supports an active and mobile lifestyle. For persons with disabilities, modest size units, elevators, and units built without stairs can often meet accessibility needs more easily than detached homes.

Rental housing provides an affordable housing option for low to medium income earners in the community. Rental vacancy rates in the entire CRD are currently around 1%, which means there are very few rental units available. For these, and other related reasons, it is critical that Sooke provide sufficient rental housing to meet the needs of the local population. It was reported by Census Canada that Sooke has 715 rental units in Sooke as of 2006. This supply should be permanent and grow as the population grows to ensure stability and security of tenants.

## **4.4 Seniors Housing**

A number of senior homeowners are single individuals living on fixed pensions, who have increasing difficulty coping with ongoing operating and maintenance costs related to home ownership.

There are no new affordable condominium developments in Sooke. As a result of rising construction costs, new townhouse or condominium developments that will be developed will be too costly for many seniors. Sooke’s seniors have very few options to downsize from their traditional single-family dwelling to a condo or townhouse, or who wish to rent. Many seniors will have to leave the community they have always lived in, to find affordable housing elsewhere.

## **4.5 Social Housing**

Social housing is provided on a subsidized basis, geared to about 30% of household income. This provides affordable accommodation for people of any income level. There are some non-market rental units in Sooke operated by both non-profit organizations and co-operatives, and provide housing for families, seniors and disabled people.



#### **4.6 Quality of Low Income Housing**

It is important to develop a housing stock that is not only affordable, but also accessible to physically disabled people. This housing should be clean, safe and provide adequate living space for the occupant(s). Much of the rental stock in Sooke is not accessible to people with mobility issues, and is not oriented towards children and raising a family. Dwelling units should incorporate elements of universal design in order to meet the needs of all community members.

#### **4.7 Location of Affordable & Social Housing**

The location of affordable housing should be in close proximity to amenities and services, and integrated into existing residential areas. Existing rental housing located outside the town center may not be within walking distance to amenities, services or public transit, which makes “affordable living” very difficult. It is important that new affordable housing projects take place near the town center.

### **5.0 Goals and Strategic Plan**

This document focuses on four main goals, and a number of strategies that can be used to help achieve affordable and social housing in Sooke. These goals include:

1. Provide a policy framework that creates affordable and social housing in Sooke.
2. Improve housing options for community members of all income levels by increasing the supply of safe, accessible affordable housing in Sooke.
3. Reduce the costs associated with developing affordable housing.
4. Provide up-to-date and accurate information to the community.

#### **5.1 Goal # 1 - Provide a Policy Framework for Affordable and Social Housing**

##### **5.1.1 Adopt an Affordable and Social Housing Policy**

Adopt an affordable housing policy in order to clearly outline and prioritize policy goals of the District in relation to affordable and social housing.

##### **5.1.2 Update and Amend the Official Community Plan**

The Zoning Bylaw and the Official Community Plan should facilitate the establishment of various forms of affordable housing in the District. Any potential barriers to affordable housing development contained within these documents need to be examined and removed.

An ideal way to set out the District’s affordable housing objectives is to:

- Incorporate the following definitions in the updated OCP:
  - **Affordable Housing** means rental or ownership housing that provides adequate shelter, not exceeding more than 30% of a household’s gross income.

- **Perpetual Affordable Housing** means rental housing, under the terms of a housing agreement with the District, remains affordable to initial and future households of low and moderate incomes.
  - **Low and Moderate Income** means those households who have incomes that are 80% or less than the median income reported by Statistics Canada at the previous Census.
  - **Core Housing Need** – those who do not live in, and are unable to access housing which is affordable, in adequate condition, and of a suitable size.
  - **Social Housing** means housing that is owned or controlled by a government or non-profit entity, and is rented to, or purchased by, low and moderate-income households at less than market value.
- In the updated OCP incorporate:
- A policy confirming the District's commitment to providing affordable and social housing in the community.
  - A policy outlining the need for increasing the affordable and social housing supply, using a variety of housing types, suitable for a range of income levels.
  - A Housing First Policy where any surplus municipal lands are considered for affordable housing first, before being put on the market for sale. This includes the parklands currently being discussed for sale.

## 5.2 Goal # 2 – Increasing the Supply of Safe & Accessible Affordable Housing

### 5.2.1 Inclusionary Policy

Inclusionary policies require developers automatically provide a percentage of new residential development specifically for affordable housing. Fees-in-lieu, land and other contributions of an equivalent value are also sometimes accepted by local municipalities. Making amendments to the Zoning Bylaw also ensures that affordable housing is distributed throughout the community.

The initial price or rent of affordable housing units will be set by the terms of the inclusionary policy (to be developed), and council may want to consider accepting cash-in-lieu, or land conveyance rather than requiring dwelling units to be constructed. The money could then be placed in the Housing Reserve Fund, and be used for affordable housing projects.

The District may want to be involved in administering the affordable housing program, or in the future have a Municipal Housing Corporation run the program (See 5.2.10). First occupancy of affordable units will be limited to eligible households with low to moderate income. Restrictions are placed on subsequent occupants, and on rent increases and resale prices. These restrictions can be achieved through the use of housing agreements or covenants.

- Have the Inclusionary Policy facilitate affordable housing units. Incorporate the following:

#### *Multi-Family Units*

Multi-Family Residential Zones and Commercial Zones should require that 10% (rounded to the nearest whole number) of all multi-family residential developments, where 10 or more dwelling units are being developed, shall be dedicated as affordable housing and sold at cost, or rented to eligible applicants.

#### *Floor Area Ratios*

The District of Sooke should use Floor Area Ratios in Commercial and Multi-Family Zones, in order to effectively create affordable housing units in and around the Town Centre. The Town Centre is meant to contain a mix of uses, including housing. Using the Density Bonus model (See 5.2.2), developers can increase the commercial or multi-family floor space on the site in exchange for affordable housing units. It is important that Floor Area Ratios are brought back to commercial zones in the Zoning Bylaw to achieve affordable housing in the town core.

#### *Subdivision*

All new subdivisions, for ten or more single-family residential lots, shall provide small lots for affordable housing units or multi-family units. For each group of ten lots, the developer must provide one lot to be used for affordable housing.

### **5.2.2 Density Bonusing**

Density Bonusing is a system of exchange, allowing variation in zoning requirements in exchange for certain amenities or housing that benefit the community. For the developer, the bonus system is voluntary and is an incentive rather than a compulsory requirement. Density bonusing is not intended to be the only solution to making housing affordable, but provides a useful tool to assist in addressing this issue.

- Amend the Zoning Bylaw to allow Density Bonusing in all residential and commercial zones, in exchange for developing affordable housing. If the developer chooses to contribute an additional 10% of the development to affordable housing (rounded to the nearest whole number), over and above the Inclusionary Policy requirements, then floor area ratio can be increased in commercial and multi-family zones.
- It is recommended that affordable housing be constructed on-site, or that land from the site is conveyed to the District for the purpose of affordable housing, or, at the discretion of the District:
  - i) With the agreement of the developer, affordable housing units can be constructed nearby, but in other locations in the District;
  - ii) Convey land to the District to be used for affordable housing near the proposed development site; or

- iii) Contribute cash in lieu to the Housing Reserve Fund for the purpose of constructing affordable housing on other sites.

### **5.2.3 Housing Reserve Fund**

The District of Sooke adopted a bylaw to establish a Housing Reserve Fund in June 2006, in order to foster affordable housing in the community. This reserve fund obtains monies from land development, donations, transfers from the sale of surplus lands, and public/private partnerships. All money in the fund, and interest earned on it, must be used to develop or assist in developing affordable housing in Sooke. It is recommended that the District:

- Use the housing reserve fund to provide grants and incentives for non-profit and co-operative providers to build and manage affordable housing in Sooke.

### **5.2.4 Pre-zone Lands**

Increased demand for housing, and limited land available for development will inevitably lead to higher housing prices. The District should consider pre-zoning or pre-designating land in master planned areas, in order to ensure a good supply of land is available as the market changes. Potential investors favour pre-zoned areas as it provides certainty for development and increases flexibility on larger sites.

### **5.2.5 Create a Land Bank**

Land cost is a major factor on housing affordability. It is noted in the CRD Regional Housing Affordability Strategy that developable land in the region is in short supply. It will be more and more necessary to apply efficient land use patterns, including mixed use centers and high-density infill housing, in order to meet the needs of an affordable housing market.

Land Banking should be considered a major priority in the development of affordable housing in Sooke. Affordable Housing in jurisdictions such as Peterborough and Kingston, Ontario, lands have been provided for affordable housing at little or no cost. It is recommended that the District:

- Create a comprehensive inventory of surplus lands owned by the District.
- Earmark District-owned lands that are suitable for housing development and adopt a Housing First Policy where any surplus municipal lands are considered for affordable housing first, before being put on the market for sale. Community groups and non-profits would then partner with the District to make use of funding from a variety of sources to develop affordable housing on the designated lands.
- Acquire more land suitable for future affordable housing developments.
- Emphasize locating affordable housing in close proximity to community services and infrastructure. This provides “affordable living” in conjunction with affordable housing, as it reduces infrastructure servicing and

transportation costs, and promotes community sustainability and use of Smart Growth and Sustainable Development principles.

#### **5.2.6 Develop partnerships between stakeholders**

Partnerships are necessary to bring together resources and expertise in order to develop affordable housing. Partnerships can take many forms:

- Non-profits and the private sector partnering in new affordable housing development.
- Partnerships can be formed between housing providers, support agencies and regional and provincial agencies for new affordable housing developments.
- Partnerships between volunteers groups, donor organizations and sponsors to develop housing projects.
- Seek funding from a variety of programs, fundraising initiatives to develop and operate an affordable housing project.

#### **5.2.7 Assist non-profits and Co-ops to build affordable & social housing**

Many municipalities have found that reducing or waiving development cost charges for specified forms of affordable housing can be a powerful incentive to attract affordable and special needs housing investment. Since most affordable housing developments support “smart growth” initiatives, they will be located in areas already well serviced by municipal infrastructure, and will not cost as much as a greenfield site. In order to provide financial incentives and assist non-profits or Co-ops, it is recommended that the District:

- Waive or reduce development cost charges or other development charges for non-profits or co-ops that are developing affordable or special needs housing;
- Where municipal land is available, gift land or enter into long term lease with non-profits to build affordable housing for special needs groups such as seniors, people with disabilities, transitional housing, etc.
- Make grant money available to non-profit groups and co-ops looking to develop affordable or special needs housing from the Housing Reserve Fund.

#### **5.2.8 Develop Accessible Units**

Housing should not only be safe and affordable, it should also be accessible to people who may have mobility issues. It is likely that accessible units will be ground-oriented, and will contain elements of universal design.

- When developing affordable or social housing, a percentage of the units should be dedicated as fully accessible.

### **5.2.9 Consider the potential loss of existing affordable housing**

The District of Sooke has some affordable housing in the form of mobile home parks, and rental housing under threat of strata conversion. It is recommended that the District:

- Consider preventing loss of affordable housing stock, or require compensation for the loss of existing affordable rental housing.
- At the time of rezoning, where a rezoning would result in a net loss of affordable housing, require the applicant to provide a plan of “no net loss”. This might include relocation allowance, assistance with relocation, replacing affordable housing on-site or other innovative approaches. This is of particular concern in relation to existing mobile home parks that are subject to rezoning applications.

### **5.2.10 Encourage the Development of a Municipal Housing Corporation**

Consider development of a Municipal Housing Corporation. Housing corporations are public not-for-profit entities created, and usually, partially funded by municipalities. They exist in order to ensure the residential housing supply meets the needs of the residents. The idea is that the Housing Corporation builds and manages its own portfolio of affordable and special needs housing. It is possible that the Affordable Housing Advisory Committee’s role could be expanded to include those of a municipal housing corporation in the future.

## **5.3 Goal # 3 – Reduce Costs of Developing Affordable Housing**

### **5.3.1 Adopt Alternative Development Standards**

Development standards govern the physical sizing and placement of infrastructure, including lot grading, road widths, sidewalks, street lighting, and the placement of utilities. Development standards are set to ensure public safety and to prevent the need for costly maintenance in the future. However, it may be possible to alter some of those standards, in some instances, to reduce development costs.

Modifying development standards can contribute to housing affordability by saving money on land costs, road construction, parking and in-ground infrastructure. Alternative engineering and service standards might include, narrower street pavement and right of way widths, reduced parking standards or use of innovative methods to deal with stormwater. Engineering standards might be varied on a case-by-case basis, in conjunction with applications that provide affordable housing.

### **5.3.2 Expedite Development Process**

Many of the costs associated with land development is the time that it takes to gain approvals from the regulating authority. If we can expedite the development review and approval process for developers, who are willing to incorporate affordable or special needs housing into their development, costs associated with the overall development can be reduced.

### **5.3.3 Housing Intensification and Downtown Revitalization**

Discouraging urban sprawl, supporting compact forms of development, and making use of existing infrastructure all support the creation of affordable housing. A major part of housing intensification is promoting residential uses within the town centre. Sooke has placed high priority on developing a strong downtown core, as it is the heart of the community. By including mixed-use developments in the town centre, it becomes more diverse and brings vitality to the community.

Expanding residential uses in the town centre also promotes smart growth policies, as people live within walking distance of where they work, play and shop, thereby reducing reliance on vehicles, greenhouse gas emissions and urban sprawl.

### **5.3.4 Update the Transportation Plan & Create an Integrated Parks and Trails Plan**

Defining the location of future and existing roads, walkways, cycle paths and public transit nodes are critical in shaping the District. Enhancing existing roadways creates opportunities for neighbourhood revitalization, and may encourage residential infill in underutilized areas. By locating affordable housing near public transit, and in areas that accommodate pedestrians and cyclists, the District can improve the quality of life for all community members.

## **5.4 Goal # 4 - Provide Information**

### **5.4.1 Make Information Available**

- Gather information and resource materials on all key aspects in relation to affordable housing.
- Develop and maintain an online source of documents and links via the Districts website for tenants, landlords, builders, developers and the general public to obtain information about housing, housing issues and housing related legislation and programs.
- Ensure that policies, procedures and information packages are in place to encourage and support the development of affordable housing in developed and newly developed areas.
- Establish criteria/guidelines on how the District spends funds raised through development cost charges. Keep the public and developers informed on how those funds are being spent.
- Make information available to developers and property owners in the form of fact sheets that outline procedures, fees and timelines.
- Provide information services to residents including a registry of legal suites and rental units, lists of provincial grants and subsidies, rent supplements and other related opportunities.



### **5.4.2 Community partnerships**

Organizing and engaging various interest groups is key in providing affordable housing in a community. Partnerships are becoming more and more common as a way of stretching limited resources and achieving housing objectives. It is recommended that the District:

- Establish an advisory committee on affordable housing. The group would act as an ongoing resource for the District and help monitor the implementation of the affordable housing strategy. This committee should include representatives from a number of interest groups in the community.
- Raise awareness in the community about the benefits of affordable housing. A significant challenge in developing affordable housing is the lack of community support of it being developed in their neighborhoods. Yes, it is great for the community, but “Not In My Back Yard” (NIMBY).

## **6.0 Monitoring**

As part of any plan, it is important to evaluate how well we are achieving our goals. Ongoing monitoring of activities undertaken as a direct result of the Affordable Housing and Social Housing Policy, and annual reporting of the results will be important in measuring the District’s level of success. The annual report would:

- Outline any new policy statements, policy documents or amendments to the Zoning Bylaw that contribute to the facilitation of affordable and social housing.
- Update housing needs in the community including current rental rates and vacancy rates.
- Identify the affordable housing projects undertaken, the groups of people being served, and the status of each project.
- The amount of land secured by the District for affordable and social housing.
- Identify the number of “affordable lots” that have been created.
- Identify the number of affordable units that have been created, which should be broken down into social housing units, multi-family units and single-family dwellings.
- Identify the number of affordable units developed that are also fully accessible.
- Identify legal suites within the District, and the number of new suites developed.
- Outline the number and type of training, education and consultation sessions attended by staff and Council, and a record of those hosted by the District.
- Provide updated information on the programs accessed and assistance received.



- Provide information on any new policies, programs or initiatives that senior levels of government have made available in the previous twelve months.
- Identify the range and types of partnerships achieved.
- Provide a full breakdown of monies received and spent from the Housing Reserve Fund.

## **7.0 Conclusion**

The District of Sooke has shown commitment to building a sustainable community that ensures that all who choose to live in Sooke can do so affordably. Today, housing needs remain varied and complex. It takes multiple, sometimes controversial, approaches to make progress on affordability issues, and a strong network of government, community and business partnerships to develop affordable and social housing, and consequently affordable living. The strategic direction outlined in this report, if accepted by Council, will make a significant contribution towards achieving affordable housing in the community.

## **4.7 HOUSING**

The District of Sooke will focus in its Community Growth Area:

- Highest density, mixed use residential developments within the Town Centre and comprehensive development areas;
- Medium to low density residential development in the community residential area; and
- Low density infill development in the gateway residential area.

### **4.7.1. GOALS**

- Provide a variety of housing options and densities for a diverse population;
- Create a population that supports a range of businesses and cultural activities in the Town Centre;
- Ensure residential development reflects the small town character of Sooke; and
- Develop housing that has a minimal environmental footprint.

### **4.7.2 OBJECTIVES**

- a. Support the CRD's Regional Housing Affordability Strategy (RHAS), which calls for local governments, community, industry and interested stakeholder groups to work together to secure increased funding for affordable housing, while reducing policy and regulatory obstacles and streamlining the development process;
- b. Ensure provision of a range of housing types, tenures and densities, which meet the diverse needs of individuals and families of varying income levels and demographics;
- c. Provide affordable and attainable housing opportunities;
- d. Provide adequate housing resources, which take into account seasonal fluctuations;
- e. Secure and promote options for seniors' housing, including independent living and special needs; and
- f. Accommodate a population growth rate of 6% between 2010 and 2020 and an overall 4% average growth rate between 2010 and 2035. i. e. estimated 2020 population projection of 18,800 residents; estimated 2030 population of 23,000, and estimated 2035 population projection of 28,000 residents.

### **4.7.3 POLICIES**

- a. Implement the recommendations in the *Sooke Affordable Housing & Social Housing Policy, 2007*;
- b. Require that a minimum of 10% of all new multi-family and condominium units are affordable residential housing as defined by the District of Sooke, and implemented through housing agreements, phased development agreements or through the use of density bonusing. The option shall be given to developers to locate their required affordable housing in close proximity to the Town Centre;

- c. Amend the District's Community Amenity Contribution Policy to create base densities for each OCP designation above which a rezoning to a higher density requires amenity contributions;
- d. Require housing agreements to be registered at the time of development permit or occupancy permit as determined by the District of Sooke;
- e. Consider a minimum of 5% of any proposed hotel and resort condominium units as staff housing units as defined by the District of Sooke. Staff housing shall be enforced through housing agreements;
- f. Require that a minimum of 10% of the total of any proposed bare land or strata single family residential subdivisions are affordable housing lots as defined by the District of Sooke. Affordable single family lots shall be sold at an affordable rate through tools such as covenants and housing agreements;
- g. Consider allowing developers the flexibility to provide their required affordable housing in different forms thus creating an 'affordable housing mix' in new developments, e.g. secondary suites, condominium rental units, cash, or land in lieu to the District of Sooke towards on/off-site affordable housing;
- h. Require that, within large residential developments, at least 25% of the total dwelling units proposed should take the form of equivalent multi-family residential units;
- i. Support incentives for multi-family residential developments in the Town Centre;
- j. Support incentives for affordable housing throughout the community;
- k. Support the creation of rental housing in a variety of forms in the community;
- l. Promote and preserve the development of rental accommodations and manufactured home parks in appropriate areas;
- m. Encourage multi-family residential development in the Town Centre;
- n. Discourage the stratification of existing multi-family rental properties and manufactured home parks if the available rental housing stock is insufficient for meeting current rental needs;
- o. Single family urban density sprawl is not supported;
- p. Support the development of tourism accommodations, such as hotels, motels, hostels, resorts, etc. in order to fill the growing need to house a variety of tourists;
- q. Support residential use above commercial in commercial areas including Comprehensive Development (CD) designated areas, Town Centre and in Commercial Nodes;
- r. Support Sooke Smart Growth principles throughout the District of Sooke;
- s. Support the recommendations of the provincial Fire Smart program which includes guidelines in regards to building materials, fire separation, vegetation management, and fire safety;
- t. Support development incentives for in-place fire prevention features;
- u. Support the use of shared (private/municipal) building schemes or use District of Sooke enforced building schemes to ensure long term quality of design and character;
- v. Support proposed multi-family and affordable housing units containing a diversified mix of floor sizes;

- w. Encourage a diversity of housing types and densities through the creation of flexible zones (“flexi-zones”) and incentives in the zoning bylaw; and
- x. Support DCC’s incentives for small lot subdivisions (as defined by District of Sooke) that are designed to result in lower greenhouse gas emissions and greater green space.

#### **4.7.4 ACTION ITEMS**

- a. Amend the Sooke Zoning Bylaw as follows:
  - i. Include use of ancillary/accessory agriculture on single family residential lots and a minimum percentage of lot area allocated for the same;
  - ii. Create a small lot residential zone and a vacation rental zone (consider required full-time resident);
  - iii. Create density bonusing provisions in the zoning bylaw for additional affordable housing units beyond the minimum 10% of total units to be proposed within the Sooke Zoning Bylaw;
  - iv. Create land use zones in the Sooke Zoning Bylaw that offer a variety of density and types of housing;
  - v. Allow secondary suites in all single family residential areas. Minimum lot sizes for homes with secondary suites need to be able to accommodate parking and provision of private or shared open space for suite tenants. Creation of ratios in the Sooke Zoning Bylaw for land size/open space/home size/parking should be considered in determining appropriate minimum unit size for suite or duplex development;
  - vi. Allow the highest density residential in the Town Centre and comprehensive development zones;
  - vii. Allow medium to low density residential in the Community Residential area; and
  - viii. Allow low density residential in the Gateway Residential area.
- b. Conduct an affordable and accessible housing needs assessment to determine the type and parameters of new affordable, attainable, seasonal, special needs and local housing;
- c. Create affordable housing and accessible housing definitions and parameters associated with Sooke’s local income levels;
- d. In consultation with local service groups and non-profit organizations establish a Sooke Housing Committee or Corporation in order to create a governing body for affordable housing;
- e. Create a \$50,000 affordable housing reserve fund that may be used for:
  - i. operational funds for a new Sooke Housing Committee or Corporation; or,
  - ii. acquiring public or private lands for the establishment of affordable housing or seniors’ housing.
- f. Acquire or designate municipal land for affordable housing in order to create an affordable housing land bank in which to enter into partnership for the creation of affordable housing and seniors’ housing;

- g. Research the need for staff housing being made a development requirement of all new resort developments;
- h. Require affordable housing for residential developments;
- i. Initiate partnerships with BC Housing, CMHC and the private sector to create affordable housing developments;
- j. Require 10% (rounded up) of the total number of any single-family residential proposed subdivision (lots) and spec-built subdivisions as affordable residential lots and/or affordable single family homes respectively as defined by the District of Sooke;
- k. Require 10% of multi-family residential developments to be affordable housing units as defined by the District of Sooke;
- l. Require secure ground floor storage for bicycles and mobility scooters on all multi-family, condominium and townhouse developments;
- m. Create a Sooke Build Green Program and checklist in order to implement energy efficiency and sustainable initiatives into single family home and townhouse construction; and
- n. Support single family dwellings with suites and duplexes on “tent lots” as defined by the District of Sooke.



## DISTRICT OF SOOKE

### BYLAW No. 408

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#### CONSOLIDATED FOR REFERENCE

***JUNE 23, 2014***

Bylaw No. 408, *Sooke Town Centre Revitalization Bylaw, 2009*  
Bylaw No. 413, *Sooke Town Centre Revitalization Amendment Bylaw (408-1)*  
Bylaw No. 451, *Sooke Town Centre Revitalization Amendment Bylaw (408-2)*  
Bylaw No. 590, *Sooke Town Centre Revitalization Amendment Bylaw (408-3)*

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A bylaw to provide for a revitalization tax exemption, waiver of fees and charges and the creation of a capital improvement reserve to encourage commercial and higher density residential development in the Town Centre with a low environmental impact.

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**WHEREAS** Council may, by bylaw, provide for a revitalization tax exemption program;

**AND WHEREAS** Council wishes to establish a revitalization tax exemption program in the Town Centre;

**AND WHEREAS** a revitalization tax exemption program bylaw may only be adopted after notice of the proposed bylaw has been given in accordance with the *Community Charter*, and Council has given this notice;

**AND WHEREAS** Council may provide for a lesser building permit fee and waive or reduce the development cost charge in the Revitalization Area;

**AND WHEREAS** Council wishes to establish a Town Centre Capital Improvement Financing Reserve.

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. This Bylaw is cited as *Sooke Town Centre Revitalization Bylaw, 2009*.

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## INTERPRETATION

### 2. In this Bylaw

#### **Eligible Housing** means

- a. not-for-profit rental housing, including supportive living housing;
- b. for-profit affordable rental housing, where “affordable” means the housing is subject to a covenant and housing agreement registered in the Land Title Office in favour of the District to restrict below fair market value the rents, lease, sale or share prices that may be charged, and the rates these may be increased over time;

**Base Amount** means the amount of municipal property value tax payable on a parcel located in the Revitalization Area during the Base Amount Year;

**Base Amount Year** means the calendar year prior to the first calendar year in respect of which an agreement set out in Schedule A applies to a parcel in the Revitalization Area;

**Eligible Development** means development that is described in both Sections 3(a) and 4;

**Financial Officer** means the person designated by Council as the municipal officer authorized to issue a Revitalization Tax Exemption Certificate under this bylaw;

**Full Assessment** means the amount of municipal property value tax that would be payable in respect of a parcel in the Revitalization Area after the calendar year during which an agreement set out in Schedule A is made, as if the agreement had never been made;

~~**LEED Accredited Professional**~~ DELETED *(Bylaw No. 590 June 23, 2014)*

~~**LEED Certified**~~ DELETED *(Bylaw No. 590 June 23, 2014)*

**Green Project** means a project that has achieved LEED® - Silver, Gold or Platinum certification or a project that has achieved Built Green® Canada - Silver, Gold, or Platinum certification. *(Added by Bylaw No. 590 June 23, 2014)*

**LEED** means Leadership in Energy and Environmental Design. *(Added by Bylaw No. 590 June 23, 2014)*

**Revitalization Area** means an area of the District of Sooke designated and shown on Schedule B.

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## REVITALIZATION TAX EXEMPTION PROGRAM

3. There is established a Revitalization Tax Exemption Program which includes the following:
  - a. property value tax exemptions prescribed by this bylaw for a Green Project *(amended by Bylaw No. 590 June 23, 2014 and previously by Bylaw No. 451 May 11, 2010 and)*
  - b. the maximum exemption under this Bylaw must not exceed the increase in the assessed value of land and improvements on the parcel between *(amended by Bylaw No. 590 June 23, 2014)*
    - i. the year before the construction or alteration began of a Green Project; and
    - ii. the year in which the tax exemption certificate is issued;
  - c. The maximum term of a Revitalization Tax Exemption is three years.
  - d. The amounts of exemptions provided under this bylaw are such that the municipal property value tax payable is as follows:
    - i. Year one: zero percent (0%);
    - ii. Year two: forty percent (40%);
    - iii. Year three: seventy percent (70%); and
    - iv. Year four and subsequent years: Full Assessment.
4. The classes of revitalization that will be eligible under 3 a) for a municipal property value tax exemption under this bylaw will be limited to one or more of the following:
  - a. a portion of a parcel zoned to permit a commercial use;
  - b. a parcel zoned to permit a residential use if the improvement contains four or more dwelling units; or
  - c. a portion of a parcel zoned to permit Eligible Housing.
5. This bylaw does not apply to a parcel unless:
  - a. the parcel is located in one of the areas shown on Schedule B, and
  - b. the owner of the parcel has entered into an agreement with the District substantially in the form and with the content of the agreement attached as Schedule A.
6. If the conditions set out in Section 3, and the agreement substantially in the form and with the content of the agreement attached as Schedule A have been met, the financial officer must issue a Revitalization Tax Exemption Certificate for the parcel in accordance with the agreement.



7. The Revitalization Tax Exemption Certificate must, in accordance with the conditions established in Section 3 and the agreement substantially in the form and with the content of the agreement attached as Schedule A, specify the following:
- a. the amount of the tax exemption or formula for determining the exemption;
  - b. the term of the tax exemption;
  - c. the conditions on which the tax exemption is provided;
  - d. that a recapture amount is payable if the certificate is cancelled and how that amount is to be determined.
8. An owner of a parcel in the Revitalization Area may apply to the financial officer in writing, prior to ~~October 31~~ August 31 *(amended by Bylaw No. 413 August 10, 2009)* of the preceding year, for a municipal property value tax exemption under this bylaw, by submitting the following with the application:
- a. a certificate that all taxes assessed and rates, charges and fees imposed on the parcel have been paid, and where taxes, rates or assessments are payable by instalments, that all instalments owing at the date of the certificate have been paid;
  - b. a completed written application in a form prescribed by Council and available in the office of the financial officer;
  - c. a description of the new improvements or the alteration of the existing improvement fits the description of the new improvement or the alteration of the existing improvement that would be eligible under this bylaw for a municipal property value tax exemption;
  - d. an examination fee in the amount of \$100;
  - e. a copy of the agreement entered into with the City substantially in the form and with the content of the agreement attached as Schedule A, duly executed by and on behalf of the owner of the parcel.

**BUILDING PERMIT FEES** *(amended by Bylaw No. 590 June 23, 2014 and previously by Bylaw No. 451 May 11, 2010)*

- 9.
- a. Despite any other bylaw, a building permit fee in the Revitalization Area will be:
    - i. fifty percent (50%) of the fee otherwise imposed by Bylaw in respect to the following:
      1. residential improvements having a density of at least fifty (50) dwelling units per hectare; or
      2. commercial development; or
      3. a Green Project; and

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- ii. not applicable in respect of a permit for new Eligible housing.
- b. In respect to a Green Project under this Bylaw, the Applicant will either provide the 50% payment of the required fees or a letter of credit for the 50% payment complete with a letter provided by the Canada Green Building Council or if applicable, the United States Green Building Council confirming registration of the project into the LEED® Program or, if achieving Built Green® certification levels, a letter of confirmation of Built Green® membership provided by the Environmental Stewardship Division of the Canadian Home Builders` Association of British Columbia. Upon proof of certification of a Green Project, the payment will be refunded or the letter of credit released.

## **DEVELOPMENT COST CHARGES**

*(amended by Bylaw No. 590 June 23, 2014 and previously amended by Bylaw No. 451 May 11, 2010)*

10.

- a. Development cost charges (DCC) imposed under the District of Sooke *Development Cost Charge Imposition Bylaw* (as amended or replaced from time to time) are reduced in the Revitalization Area as follows:
  - i. by thirty percent (30%) in respect of residential improvements having a density of at least fifty (50) dwelling units per hectare;
  - ii. by an additional thirty percent (30%) in respect of improvements that are a Green Project; and
  - iii. by one hundred percent (100%) in respect new Eligible Housing.
- b. In respect to a Green Project, the Applicant will provide the 30% payment of the required charges or a letter of credit for the 30% payment complete with a letter provided by the Canada Green Building Council or if applicable, the United States Green Building Council confirming registration of the project into the LEED® Program or, if achieving Built Green® certification levels, a letter of confirmation of Built Green® membership provided by the Environmental Stewardship Division of the Canadian Home Builders` Association of British Columbia. Upon proof of certification of a **Green Project**, the payment will be refunded or the letter of credit released.

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### **Capital Improvement Financing Reserve Program**

11. This bylaw establishes a capital reserve fund to be known as the *Town Centre Capital Improvement Financing Reserve*.
12. The District may use monies from the *Town Centre Capital Improvement Financing Reserve* to pay for public infrastructure and amenities in the Revitalization Area (or for projects that clearly support the Revitalization Area) in the following categories: land acquisition, street lighting, curb and sidewalks, road construction and improvement, intersection improvements, storm drainage, sewer construction and improvements, landscaping, park improvements, parking structures, civic buildings and centers (such as performing arts center), equipment, utilities, green infrastructure, affordable housing, beautification projects and amenities, such as a marine boardwalk.
13. The District will deposit in the *Town Centre Capital Improvement Financing Reserve*, commencing in 2010, an amount equal to the increase in municipal property value tax revenue paid by owners of parcels in the Revitalization Area between:
  - a. 2009 (adjusted annually by the average percentage increase in the municipal property value tax for the property class); and
  - b. the calendar year during which the deposit is made.

Introduced and read a first time the 9<sup>th</sup> day of June, 2009

Read a second time the 9<sup>th</sup> day of June, 2009

Public Notice given under Section 227 of the *Community Charter* in accordance with Section 94 of the *Community Charter* as of the 9<sup>th</sup> day of June, 2009.

Read a third time the 15<sup>th</sup> day of June, 2009.

Adopted this 22<sup>nd</sup> day of June, 2009.

CONSOLIDATED FOR REFERENCE

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Janet Evans  
Mayor

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Evan Parliament  
Chief Administrative Officer

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**SCHEDULE A of Bylaw No. 408**

**REVITALIZATION TAX EXEMPTION AGREEMENT**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BETWEEN

[INSERT name and address of owner of parcel in respect of which the revitalization property value tax exemption will apply]

("Owner")

AND

**DISTRICT OF SOOKE**, 2205 Otter Point Road, Sooke, BC V9Z 1J2

("District")

**GIVEN THAT**

- A. The District has under the Bylaw defined in this Agreement established a revitalization tax exemption program for the purpose of encouraging revitalization of an area of the municipality,
- B. The Lands that are the subject of this Agreement are located in an area designated by the District's Council as a revitalization area,
- C. The Owner is the registered Owner of the Lands defined in this Agreement,
- D. This Agreement contains the terms and conditions respecting the provision of a municipal property tax exemption under the bylaw defined in this Agreement,
- E. The Owner and the Municipality wish to enter into this Agreement and register it against the title to the Lands as a covenant under Section 219 of the *Land Title Act*,

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and the payment by the Owner to the District of consideration in the amount of \$10.00 (Ten) Dollars, the receipt and sufficiency of which are acknowledged by the District, the District and Owner covenant and agree with each other as follows:

**1. DEFINITIONS**

1.1 In this Agreement:

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**Agreement** means this Agreement, including the standard charge terms contained in this Agreement, together with the General Instrument defined in this Agreement;

**Assessed Value** means the most recent assessed value of the Lands as determined by the assessment authority in the area in which the Lands are located; if such value is not available then the assessed value means the highest price in terms of money that the real property will fetch under all conditions requisite to a fair sale with the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus as estimated by a real estate appraiser accredited in the jurisdiction in which the Lands are located;

**Bylaw** means Bylaw No. 408, *Sooke Town Centre Revitalization Bylaw, 2009*, as amended and in force from time to time;

**CPI** means the All Items Consumer Price Index for Victoria, British Columbia, published from time to time by Statistics Canada, or its successor in function, where the base amount year, defined in this Agreement, equals 100;

**Dispose** means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;

**General Instrument** means the Form C under the Land Title (Transfer Forms) Regulation as amended, and all schedules and addenda to the Form C charging the Lands and citing the terms and conditions of this Agreement as the “standard charge terms” for the purposes of the Form C;

**Lands** means the lands legally described in Item 2 of the General Instrument and any part into which the Lands are subdivided;

**LTO** means the Victoria Land Title Office or its successor;

**Owner** means the transferor described in the General Instrument and any subsequent owner of the Lands or any parts into which the Lands are subdivided, and includes any person who is a registered owner in fee simple of the Lands from time to time;

**Prime Rate** means the annual rate of interest, expressed as a percentage, used as a reference rate by the Royal Bank of Canada at its main branch in Vancouver, British Columbia, for Canadian dollar loans and designated by the Royal Bank of Canada from time to time as its prime rate;

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## **2. TERM**

- 2.1 The Owner covenants and agrees with the District that the term of this Agreement is three (3) years commencing on January 1 of the first calendar year after the calendar year referred to in the reference date of this Agreement was made.

## **3. APPLICABLE IMPROVEMENTS**

- 3.1 The tax exemption provided for under this Bylaw applies in respect of a Green Project on the Lands. *(amended by Bylaw No. 590 June 23, 2014 and previously by Bylaw No. 451 May 11, 2010)*

## **4. REVITALIZATION TAX EXEMPTION CERTIFICATE**

- 4.1 (a) Once the Owner has completed a Green Project under this Bylaw referred to in Section 3, and the District has issued an occupancy permit under the District of Sooke *Building Regulation Bylaw* (as amended or replaced from time to time), the District's Council must issue a revitalization tax exemption certificate to the Owner for the Lands if the Owner and the Lands are otherwise in compliance with this Agreement. *(amended by Bylaw No. 590 June 23, 2014)*
- (b) An interim certificate may be issued for the year of construction, with a further three year certificate issued for the next assessment year.
- (c) A revitalization tax exemption certificate must, in accordance with the Bylaw and this Agreement, specify the following:
- (i) the amount of the tax exemption or the formula for determining the exemption;
  - (ii) the term of the tax exemption;
  - (iii) the conditions on which the tax exemption is provided;
  - (iv) that a recapture amount is payable if the certificate is cancelled and how that amount is to be determined.

## **5. TAX EXEMPTION**

- 5.1 So long as a revitalization tax exemption certificate in respect of the Lands has not been cancelled, the Lands are exempt, to the extent, for the period and subject to the conditions provided in the certificate, from municipal property taxation.

5.2 The revitalization tax exemption certificate may be cancelled by the Council of the District

- (a) on the request of the Owner, or
- (b) if any of the conditions in the certificate are not met.

## **6. OWNER OBLIGATIONS**

6.1 The Owner must pay to the District the cost of all tie-ins of works and services associated with the new improvements or alteration to improvements, to existing storm and sanitary sewers, water mains, water meters, driveways, and other municipal services.

6.2 The Owner must comply with

- (a) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including bylaws of the District, and
- (b) all federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments.

## **7. OBLIGATIONS OF DISTRICT**

7.1 The District must issue a revitalization tax exemption certificate to the Owner in respect of the Lands once the Owner has applied for and obtained an occupancy permit from the District under the District's Building Regulation Bylaw, in force from time to time, in relation to the new improvements or alterations to an existing improvement as described under section 3.1, so long as the Owner and the Lands are otherwise in compliance with the Bylaw and this Agreement.

## **8. DISTRICT'S RIGHTS AND POWERS**

8.1 Nothing contained or implied in this Agreement prejudices or affects the District's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

## **9. GENERAL PROVISIONS**

9.1 It is mutually understood, agreed, and declared by and between the parties that the District has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise),



- express or implied, with the Owner other than those expressly contained in this Agreement.
- 9.2 The Owner covenants and agrees to use best efforts to do or cause to be done, at the expense of the Owner, all acts reasonably necessary to grant priority to this Agreement as a covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Victoria Land Title Office, save and except those specifically approved in writing by the District or in favour of the District.
- 9.3 The covenants set forth in this Agreement shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and every part to which the Lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.
- 9.4 The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an owner in fee simple of the Lands or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners for the time being of the Lands or any portion thereof, except the Owner will be entitled to a partial discharge of this Agreement with respect to any subdivided parcel of the Lands on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Lands.
- 9.5 It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the District and this Agreement may only be modified by agreement of the District with the Owner, or discharged by the District pursuant to the provisions of Section 219 of the *Land Title Act* and this Agreement. All of the costs of the preparation, execution, and registration of any amendments or discharges shall be borne by the Owner.
- 9.6 This Agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
- 9.7 The Owner shall, on the request of the District, execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights of way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the District necessary to give full effect to the intent of this Agreement.
- 9.8 Time is of the essence of this Agreement.



- 9.9 This Agreement constitutes the entire agreement between the Owner and the District with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the District with the Owner.
- 9.10 Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

to the Owner at:

◆[insert name]  
[◆insert address]

Attention: [insert contact]◆

and:

to the District at:

District of Sooke  
2205 Otter Point Road  
Sooke, B.C. V9Z 1J2  
Attention: (Financial Officer)  
or to such other address to which a party hereto from time to time notifies the other parties in writing.

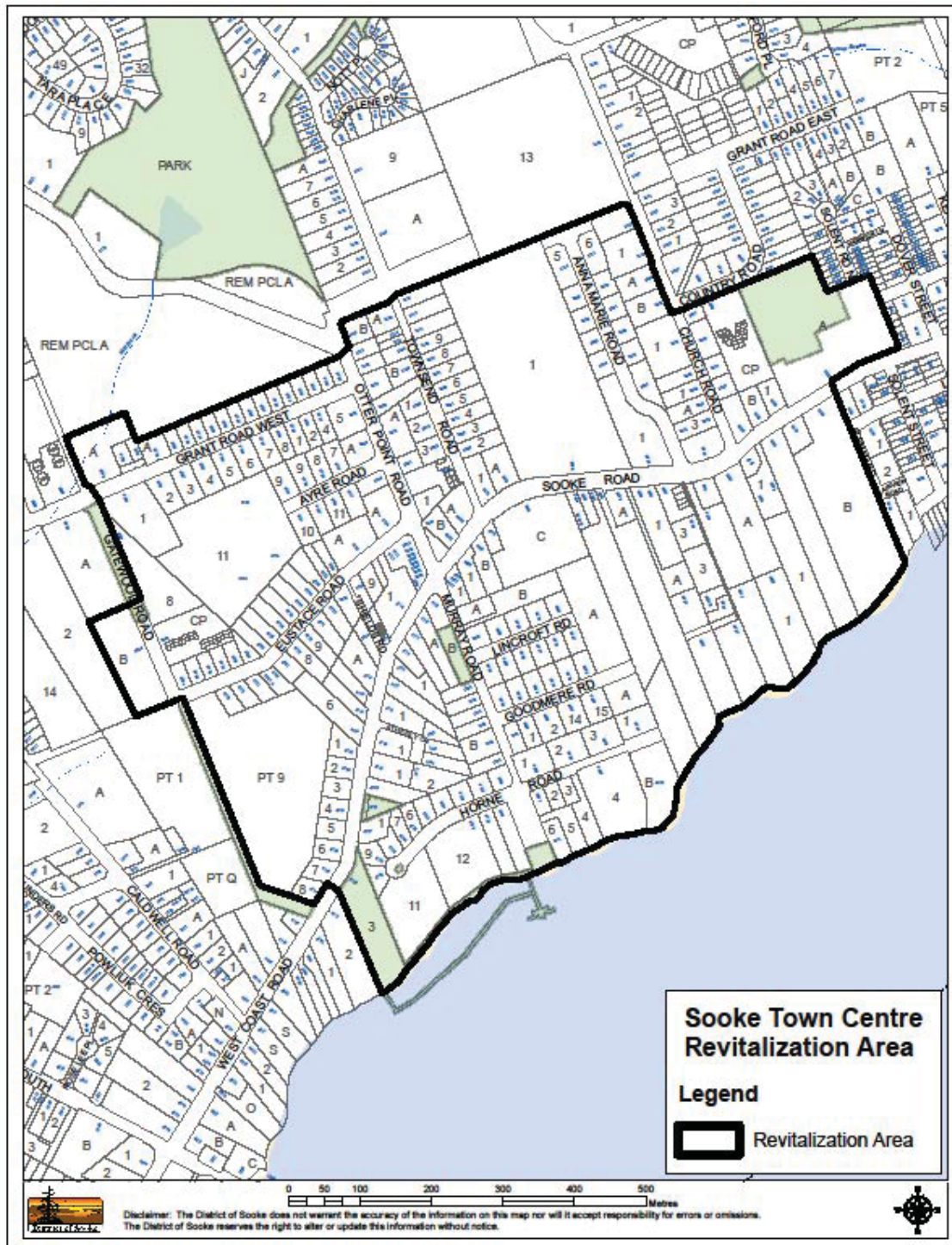
- 9.11 (a) No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement.
- (b) Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
- 9.12 This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the District.
- 9.13 This Agreement shall be construed according to the laws of the Province of British Columbia.

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- 9.14 A reference in this Agreement to the District or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
- 9.15 This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Developer and executed by the District.
- 9.16 The parties intend, by their execution and delivery of this Agreement, to create a covenant granted to the District under Section 219 of the *Land Title Act*, a contract, and a deed executed and delivered to the District under seal.
- 9.17 Unless otherwise expressly provided in this Agreement, whenever the District is permitted to make or give any decision, direction, determination, or consent, the District may act in its sole discretion, but will act reasonably.
- 9.18 Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
- 9.19 The Owner represents and warrants to the District that
- (a) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
  - (b) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
  - (c) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Lands; and
  - (d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

## SCHEDULE B

### REVITALIZATION AREA (amended by Bylaw No. 451 May 11, 2010)



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